

INTERLOCAL AGREEMENT FOR PLANNING ASSISTANCE

WHEREAS, the City of Fayetteville, Tennessee, is a municipal corporation of the State of Tennessee; and

WHEREAS, \_\_\_\_\_ County, Tennessee, is a political subdivision of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-104 the City of Fayetteville, Tennessee, and \_\_\_\_\_ County, Tennessee, have the power to enter into a joint powers agreement with one or more other public agencies for joint or cooperative action; and

WHEREAS, it would be to the economic benefit of \_\_\_\_\_ County, Tennessee, to continue to have planning assistance in order to better serve its present and future needs; and,

WHEREAS, the City of Fayetteville, Tennessee, has a professional planner with sufficient qualifications to provide planning assistance to \_\_\_\_\_ County, Tennessee.

NOW, THEREFORE, this agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Fayetteville, Tennessee, hereinafter referred to as "Provider", and \_\_\_\_\_ County, Tennessee, hereinafter referred to as "County".

1. PURPOSE. This Agreement is for the purpose of authorizing Provider to provide professional planning services to County in exchange for consideration under the following terms.

2. CONSIDERATION. For and in consideration of the services to be provided hereunder by Provider to County, County shall pay the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars to Provider annually.

3. PAYMENT. County shall pay Provider for the first (1<sup>st</sup>) year of planning assistance in advance on the date of execution of this Agreement and on or before the anniversary of this Agreement for the remainder of its term. Should this Agreement be terminated prior to the running of any year, then the payment shall be adjusted by mutual agreement.

4. TERM. The initial term of this Agreement shall be for three (3) years with a beginning date of \_\_\_\_\_ and a termination date of \_\_\_\_\_, and shall automatically renew for one (1) additional year, at which time County and Provider may continue this agreement on such terms as may be agreed upon; except that if either party reasonably determines for any reason that the services requested or provided are no longer effective, each will have the right, on one hundred, twenty (120) days written notice to the other, to terminate this Agreement without penalty or recourse, in which event the effective termination date of this Agreement will be at the end of the ninety (90) days period following the date of the written notice of termination.

5. SERVICES. Provider shall cause the provision of services by a professional planner as follows:

- a. Attendance at planning commission meetings, assistance in the preparation and/or review of the long range work program of the planning commission: preparation of comprehensive plans and other planning studies and documents.
- b. Preparation of land use controls including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls such as: review of development proposals, advice and assistance to administrators of zoning, subdivision regulations and other land use controls.
- c. Planning related to research.
- d. Specialty training for Planning Commissions, Boards of Zoning Appeals and local administrators. Assist in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.
- e. Advice and assist on all matters relating to state, federal, and regional programs which impact planning and implementation for the locality.
- f. Access to an independent contractor for mapping, and geographic information systems support would be set up by Provider. Additional costs could apply for large mapping changes.

6. **OVERSIGHT AND EVALUATION.** Provider will coordinate with County so that Provider and County may evaluate the planning assistance not less frequently than annually. Provider will take reasonable care to ensure that planning services meet County's satisfaction; provided however, each professional planner is and shall remain an employee of Provider and subject to only Provider's personnel policies and practices. All necessary disciplinary actions will at the exclusive discretion of and implemented by Provider.

7. **RECORDS and FILES.** County shall maintain all records and files relating to its planning efforts and the administration thereof and Provider shall not be responsible for the retention of same beyond the normal scope of ongoing operations.

7. **DISPUTE RESOLUTION.** Should any dispute arise between Provider and County with respect to the quality of the services being offered by the professional planner under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. The meeting should include a representative from each party involved in the dispute and the County Attorney of Provider as a mediator.

8. **LIABILITY.** Provider shall provide workers compensation insurance for each planner utilized under the terms of this Agreement. Subject to the limitations of the Tennessee Governmental Tort Liability Act and other applicable law, County shall hold Provider harmless for all actions of a planner utilized under the terms of this Agreement. County shall also obtain appropriate liability insurance for all liability exposure pertaining to activities performed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

PROVIDER:

CITY OF FAYETTEVILLE, TENNESSEE

By: \_\_\_\_\_  
John Ed Underwood, Jr., Mayor

Attest:

\_\_\_\_\_  
James H. Lee, City Clerk

COUNTY:

\_\_\_\_\_ COUNTY , TENNESSEE

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
County Clerk

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